

Form 210A (10/06)

United States Bankruptcy Court Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)
(Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

Deutsche Bank AG, London Branch

Name of Transferor

Bank Hapoalim (Switzerland) Ltd.

Name and Address where notices to transferee should be sent:

Deutsche Bank AG, London Branch
Winchester House, 1 Great Winchester Street
London EC2N 2DB
Tel: +44 20 7547 2400
Fax: +44 113 336 2010
Attention: Michael Sutton
E-mail: Michael.sutton@db.com

Court Claim # (if known): 55855

Amount of Claim (transferred):

- (i) USD 210,000.00 of ISIN XS0206245234
(plus all interest, costs and fees
relating to this claim);
- (ii) USD 60,000.00 of ISIN XS0216140094
(plus all interest, costs and fees
relating to this claim);
- (iii) USD 60,000.00 of ISIN XS0264674549
(plus all interest, costs and fees
relating to this claim);
- (iv) USD 50,000.00 of ISIN XS0271141565
(plus all interest, costs and fees
relating to this claim);
- (v) USD 370,000.00 of ISIN XS0276510111
(plus all interest, costs and fees
relating to this claim);
- (vi) USD 100,000.00 of ISIN XS0277470943
(plus all interest, costs and fees
relating to this claim);
- (vii) USD 50,000.00 of ISIN XS0319273404
(plus all interest, costs and fees
relating to this claim);
- (viii) USD 50,000.00 of ISIN
XS0333117611 (plus all interest, costs
and fees relating to this claim);
- (ix) USD 560,000.00 of ISIN XS0334918322
(plus all interest, costs and fees
relating to this claim);
- (x) USD 100,000.00 of ISIN XS0339184615
(plus all interest, costs and fees

- relating to this claim);
- (xi) USD 100,000.00 of ISIN XS0339538448
(plus all interest, costs and fees
relating to this claim);
 - (xii) USD 360,000.00 of ISIN XS0347229352
(plus all interest, costs and fees
relating to this claim);
 - (xiii) USD 80,000.00 of ISIN
XS0349904689 (plus all interest, costs
and fees relating to this claim);
 - (xiv) USD 130,000.00 of ISIN
XS0351984827 (plus all interest, costs
and fees relating to this claim);
 - (xv) USD 100,000.00 of ISIN XS0211092316
(plus all interest, costs and fees
relating to this claim);
 - (xvi) USD 90,000.00 of ISIN
XS0340592681 (plus all interest, costs
and fees relating to this claim);
 - (xvii) USD 190,000.00 of ISIN
XS0340592681 (plus all interest, costs
and fees relating to this claim);
 - (xviii) USD 100,000.00 of ISIN
XS0347872128 (plus all interest, costs
and fees relating to this claim);
 - (xix) USD 300,000.00 of ISIN
XS0340592681 (plus all interest, costs
and fees relating to this claim);
 - (xx) USD 160,000.00 of ISIN XS0346466781
(plus all interest, costs and fees
relating to this claim);
 - (xxi) USD 130,000.00 of ISIN
XS0332025120 (plus all interest, costs
and fees relating to this claim);
 - (xxii) USD 100,000.00 of ISIN
XS0319211982 (plus all interest, costs
and fees relating to this claim); and
 - (xxiii) USD 500,000.00 of ISIN
XS0340592681 (plus all interest, costs
and fees relating to this claim).

Date Claim Filed: 29 October 2009

Tel: N/A

Last Four Digits of Acct. #: N/A

Last Four Digits of Acct. #: N/A

Name and Address where transferee payments should be sent (if different from above):

Tel: +44 20 7547 2400

Last Four Digits of Acct #: N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: _____

Date: _____

14 June 2018

Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Simon Glennie
Director

Alex Darbyshire
Director

**PARTIAL Transfer of LBHI Claim # 55855
PROGRAM SECURITY**

**AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY**

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **BANK HAPOALIM (SWITZERLAND) LTD.** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **DEUTSCHE BANK AG, LONDON BRANCH** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 hereto, in Seller's right, title and interest in and to Proof of Claim Number 55855 filed by or on behalf of Seller (a copy of which is attached at Schedule 2 hereto) (the "Proof of Claim") as is specified in Schedule 1 hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule 1 attached hereto. For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller to or in connection with the Transferred Claim, the Purchased Securities or the Proceedings.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; or, alternatively, Seller has been duly authorized to sell, transfer and assign the Transferred Claims by the owner of Transferred Claims who has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by such owner or against such owner; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; (f) neither Seller nor any of its predecessors-in-title has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) the Transferred Claims are Class 5 Senior Third Party Guarantee Claims; (h) a true and correct schedule of the 1st to 15th distributions paid to the Seller by Lehman Brothers Holdings, Inc., appears attached hereto as schedule 2; (i) a true and correct schedule of the 1st to 11th distributions paid to the Seller by Lehman Brothers Treasury Co. B.V. or its authorized agents(s), with respect to the securities relating to the Transferred Claims, appears attached here to as Schedule 3; and (j) other than the distributions set out herein, Seller has not received any distributions in respect of the Transferred Claims and/or Purchased Security.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice

DB Ref: [](C)

or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

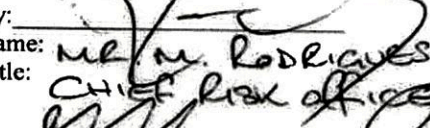
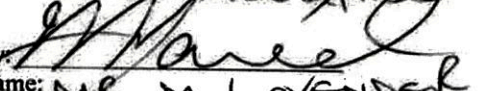
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below, unless otherwise required by the international treaties governing the service of process to the parties.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 14 day of June 2018

BANK HAPOALIM (SWITZERLAND) LTD.

By: 
Name: Mr. M. Rodriguez
Title: Chief Risk Officer
By: 
Name: Mr. M. Lavender
Title: Risk Management

Stockerstrasse 33
CH-8002 Zurich, Switzerland

DEUTSCHE BANK AG, LONDON BRANCH

By: 
Name: Simon Glennie
Title: Director

By: 
Name: _____
Title: _____

Alex Darbyshire
Director

Winchester House
1, Great Winchester Street
London EC2N 2DB
ENGLAND
Attn: Michael Sutton



Schedule 1

Transferred Claims

Purchased Portion

The percentages, as set out in the attached spreadsheet, that are referenced in the Proofs of Claim (as highlighted in the copy of the Proofs of Claim attached at Schedule 2) and relating to the Purchased Security described in the attached spreadsheet (plus all interest, costs and fees relating to this claim).

See attached spreadsheet, which describes:

- The percentage of the claims;
- Description of Security Issued by Lehman Brothers Treasury BV
- ISIN / CUSIP
- Blocking Number
- Issuer
- Guarantor
- LBHI Claim Number
- Principal / Notional Amount
- Allowed Amount
- Maturity
- The distributions received from Lehman Brothers Holdings Inc.

Schedule 1-1

[illegible]


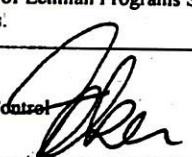
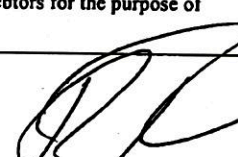
Ownership of Security	ISIN/CUSIP	Block Number	Issuer	Guarantor	LEBH Claim Number	Principal/Note and Amount	Allowed Amount	Maturity	LEBH 1st Distribution	LEBH 2nd Distribution	LEBH 3rd Distribution	LEBH 4th Distribution	LEBH 5th Distribution	LEBH 6th Distribution	LEBH 7th Distribution	LEBH 8th Distribution	LEBH 9th Distribution	LEBH 10th Distribution	LEBH 11th Distribution	LEBH 12th Distribution	LEBH 13th Distribution	LEBH 14th Distribution	LEBH 15th Distribution
61.5346%	MTN9861	N8034646781	6954119 TREASURY CO. BV	LEHMAN BROTHERS Holdings Inc	538855	USD 160,000,000	USD 163,304,000	3/18/2015	USD 5,894.02	USD 3,977.40	USD 5,023.75	USD 5,596.21	USD 5,469.84	USD 4,853.61	USD 3,313.66	USD 2,527.39	USD 701.36	USD 1,044.41	USD 1,834.18	USD 1,398.48	USD 894.66	USD 1,273.18	USD 515.34
27.08131%	MTN9821	N8032025170	6954108 TREASURY CO. BV	LEHMAN BROTHERS Holdings Inc	538855	USD 130,000,000	USD 130,294,311	12/05/2019	USD 4,702.62	USD 3,173.42	USD 4,008.26	USD 4,732.25	USD 3,162.05	USD 3,874.11	USD 2,643.85	USD 2,016.51	USD 559.99	USD 833.30	USD 1,463.02	USD 1,115.80	USD 713.82	USD 1,013.83	USD 409.96
23.2581%	MTN9252	N80319211982	6954101 TREASURY CO. BV	LEHMAN BROTHERS Holdings Inc	538855	USD 100,000,000	USD 100,000,000	10/04/2010	USD 3,699.23	USD 2,435.58	USD 3,076.32	USD 3,647.32	USD 3,981.84	USD 2,973.36	USD 2,029.14	USD 1,547.66	USD 429.48	USD 639.55	USD 1,124.39	USD 856.37	USD 547.85	USD 779.64	USD 314.64
18.0504%	MTN9976	N80340592681	6954115 TREASURY CO. BV	LEHMAN BROTHERS Holdings Inc	538855	USD 300,000,000	USD 303,750,000	2/15/2022	USD 18,181.49	USD 12,369.23	USD 15,406.94	USD 18,373.36	USD 19,097.75	USD 14,978.28	USD 10,221.78	USD 7,796.34	USD 2,163.30	USD 3,221.73	USD 3,644.12	USD 4,313.96	USD 2,719.79	USD 3,927.43	USD 1,585.02

Schedule 2

Copy of Proof of Claim 55855

Schedule 1-1

DB Ref: 110

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000055855	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Bank Hapoalim (Switzerland) Ltd. Stockerstrasse 33 CH-8002 Zuerich, Switzerland Attention: Brigitte Fotsch & Rudolf Brunner With copies to Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019-6064, Attention: Douglas R. Davis Telephone number: (212) 373-3000 Email Address:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where payment should be sent (if different from above) Telephone number: _____ Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>Please See Attachment</u> (Required)</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <u>Please See Attachment</u> (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>Please See Attachment</u> (Required)</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>Please See Attachment</u> (Required)</p>			
Date: October 16, 2009		Signature: Brigitte Fotsch Head of Internal Control Manager  Rudolf Brunner Head of Treasury Manager 	
		FOR COURT USE ONLY FILED / RECEIVED OCT 29 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

**ATTACHMENT TO PROOF OF CLAIM OF
BANK HAPOALIM (SWITZERLAND) LTD.
AGAINST LEHMAN BROTHERS HOLDINGS INC.**

1. Commencing on September 15, 2008 (the "Petition Date") and periodically thereafter, Lehman Brothers Holdings Inc. ("LBHI"), and certain of its subsidiaries (LBHI, together with such subsidiaries, the "Debtors"), filed voluntary petitions (the "Chapter 11 Cases") for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"). The Chapter 11 Cases are being jointly administered under Chapter 11 Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. 2008).

2. On July 2, 2009, the Bankruptcy Court entered that certain *Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form* [Docket No. 4271] (the "Bar Date Order") which, among other things, establishes November 2, 2009 at 5:00 pm (ET) as the deadline (the "Bar Date") for each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust and governmental unit) to file proofs of claim based on any Lehman Programs Security, as identified on the Debtors' website, against the Debtors (the "Securities Programs Bar Date").

3. Bank Hapoalim (Switzerland) Ltd. (the "Claimant") accordingly files this Lehman Programs Securities Proof of Claim (the "Proof of Claim") for various amounts owing to Claimant by LBHI in respect of Lehman Programs Securities held by Claimant in a proprietary capacity on Claimant's own behalf and/or in a custodial capacity on behalf of one or

more of Claimant's customers.¹ As of the filing of this Proof of Claim, Claimant is the record holder of or represents the record holder of the Lehman Programs Securities listed on Exhibit A attached hereto.²

4. Claimant is the record holder or representative of the record holder of Lehman Programs Securities in the aggregate principal amount of USD 74,355,494 which may consist in whole or in part of the US Dollar equivalent as of September 15, 2008 of the claims covered hereby. LBHI either issued, or guaranteed the full and punctual payment of all obligations related to the Lehman Programs Securities. Accordingly, LBHI remains liable to Claimant for no less than USD 74,355,494 together with all accrued and unpaid interest or other return as of September 15, 2008 (the "Lehman Programs Securities Claim").

5. Additionally, Claimant may have acted as a direct or indirect distributor or broker in connection with the sale and distribution of Lehman Programs Securities, including Lehman Programs Securities not identified on Exhibit A (collectively, the "Lehman Program Securities Issuances"). In connection with the Lehman Programs Securities Issuances, Claimant entered into various indemnification and other agreements with the Debtors (collectively the "Indemnification Agreements").

6. LBHI guaranteed the obligations of numerous of LBHI's subsidiaries and affiliates, some of which directly issued the Lehman Programs Securities. Specifically, LBHI issued the following guarantees: (a) that certain Unanimous Written Consent of the Executive

¹ The Bar Date Order provides "claims based on any Lehman Program Security shall not be disallowed on the ground that such claims were not filed by the proper party or an authorized agent, as contemplated by Bankruptcy Rule 3001(b)." Bar Date Order at p. 14.

² The Bar Date Order provides "persons or entities that file claims based on any Lehman Program Security are not required to attach or submit any documentation supporting any claim based on such Lehman Program Security." Bar Date Order at p. 14.

Committee of the Board of Directors of Lehman Brothers Holdings Inc. dated June 9, 2005, under which LBHI guaranteed payment of all liabilities, obligations and commitments of numerous LBHI subsidiaries (the "LBHI Board Guarantee") and (b) that certain Guarantee of Lehman Brothers Holdings Inc. as addressed to Standard & Poor's Rating Services, dated January 4, 2008, under which LBHI guaranteed payment of all liabilities, obligations and commitments of LBIE (the "S&P Guarantee," and collectively, with the LBHI Board Guarantee, the "LBHI Guarantees").

7. Claimant hereby asserts additional claims for contractual, statutory and common law rights of indemnity, contribution, reimbursement, set-off and liability against the Debtors and the subsidiaries and affiliates of the Debtors covered by the LBHI Guarantees arising from the Indemnification Agreements and/or from the Lehman Programs Securities Issuances (the "Indemnity Claims"). With respect to the Indemnity Claims, Claimant is entitled to reimbursement by the Debtors for any and all expenses incurred by Claimant in connection with any and all threatened, pending, completed and/or future claims, actions, suits or proceedings and any appeal therefrom, whether civil, criminal, administrative or investigative, involving or related to Claimant, or in which Claimant was, is or may be a party, or was, is or may become involved as a witness or third party, by reason of Claimant's participation in the Lehman Programs Securities Issuances.

8. The amount of Claimant's contingent claims cannot be reasonably calculated or estimated at this time, but Claimant does not waive its right to seek payment from the Debtors by not currently stating a specific amount. Claimant reserves the right to assert additional claims including the right to claim that all or any portion of the losses, claims, damages, liabilities, legal

or other expenses incurred by Claimant after the Petition Date are administrative expenses entitled to priority treatment under Section 507(a)(2) of the Bankruptcy Code or otherwise.

9. Claimant has filed this Proof of Claim under compulsion of the Bar Date Order and to protect the Claimant from forfeiture of Claimant's claims against the Debtors by reason of the Securities Programs Bar Date. Claimant reserves the right to amend and/or supplement this Proof of Claim at any time, including after any bar date, in any manner, and/or to file additional proofs of claim for any additional claims which may be based on the same or additional documents or grounds of liability.

10. The filing of this Proof of Claim shall be without prejudice to any previous, contemporaneous or future claims made by or on behalf of Claimant or any of its affiliates against LBHI or any of its affiliates in this or any other proceeding, including, without limitation, any proofs of claim that may be filed against Lehman Brothers Treasury Co. B.V., Lehman Brothers Securities N.V., or any other entity which issued Lehman Programs Securities.

11. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time to restate the amount of the Lehman Programs Securities Claim based on the method ultimately used to value the Lehman Programs Securities referenced herein, including, without limitation, the ultimate determination of the applicable interest or coupon rate, or other return, or the principal-protected amount, on any Lehman Program Security. Additionally, nothing contained in this Proof of Claim shall prejudice or limit Claimant's right to receive any distribution with respect to the Lehman Programs Securities Claim based on any valuation method that is ultimately used to value any Lehman Program Security.

12. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner, including without limitation to assert: (a) claims for interest, fees, penalties, charges, attorneys' fees and expenses accrued before or after the Petition Date; (b) claims for any future distributions or rights to distributions arising from any of the securities identified herein (e.g., dividends, coupons, warrants, etc.); and (c) any claims arising from the successful prosecution or settlement (if any) of any avoidance causes of action (or any other cause of action seeking recovery of payments made to, or setoffs or nettings effectuated by, Claimant) against Claimant whether or not related to or arising from the transactions and agreements set forth herein. Claimant further reserves the right to file additional proofs of claim or applications for allowance of administrative expenses or other priority status in this or any other proceeding arising from or related to the claims described herein, including for treatment as provided in section 503(b) of the Bankruptcy Code.

13. Without limiting the rights otherwise asserted in this Proof of Claim, Claimant hereby preserves and reserves all rights of setoff against LBHI whether in respect of claims directly between Claimant and LBHI, claims between affiliates of Claimant and LBHI or claims between Claimant, or its affiliates, and affiliates of LBHI, including, without limitation, under sections 362(b)(6), 362(b)(7), 362(b)(17), 362(b)(27), 553, 555, 556, 559, 560 and 561 of the Bankruptcy Code, under any agreement or other instrument, under applicable non-bankruptcy law or otherwise.

14. In executing and filing this Proof of Claim, Claimant does not waive (a) any obligation owed to Claimant under any contracts described herein and that may be attached as exhibits hereto, or (b) any past, present or future breaches of such contracts by the Debtors or

any of their affiliates. Claimant further does not waive (and this Proof of Claim shall not be deemed or construed to waive) any claims or right to assert any claims, or preserve any remedies, including setoff and recoupment, that Claimant has against any of the Debtors, Lehman Brothers Inc., Lehman Brothers International (Europe) or any other affiliates of the Debtors, whether arising from or related to transactions described herein or otherwise.

15. The filing of this Proof of Claim is not and shall not be deemed or construed as:

- (a) a waiver or release of Claimant's rights against any person, entity, or property, or a waiver of the right to compel the Debtors to return property of Claimant currently in the possession of the Debtors;
- (b) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant;
- (c) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution;
- (d) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise;
- (e) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge or, if applicable, the Second Circuit Court of Appeals;
- (f) a waiver of the right to move to withdraw the reference with respect to the subject

matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; or (g) an election of remedies.

16. All notices regarding this Proof of Claim should be sent to: Bank Hapoalim (Switzerland) Ltd., Stockerstrasse 33, CH-8002 Zuerich, Switzerland, Attention: Brigitte Fotsch & Rudolf Brunner, with copies to Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Telephone number: (212) 373-3000, Attention: Douglas R. Davis.

EXHIBIT A

LEHMAN PROGRAMS SECURITIES

EXHIBIT A

**CREDITOR -
Bank Hapoalim (Switzerland) Ltd.**

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0205437527	91668	EUROCLEAR	USD	600,000	\$600,000	6052192
XS0206245234	91668	EUROCLEAR	USD	960,000	\$960,000	6052200
XS0207502781	91668	EUROCLEAR	USD	1,050,000	\$1,050,000	6052924
XS0211092316	91668	EUROCLEAR	USD	4,100,000	\$4,100,000	6052925
XS0216140094	91668	EUROCLEAR	USD	2,170,000	\$2,170,000	6052927
XS0221564387	91668	EUROCLEAR	USD	220,000	\$220,000	6052928
XS0229269856	91668	EUROCLEAR	EUR	518,000	\$735,612	6052930
XS0257022714	91668	EUROCLEAR	EUR	210,000	\$298,221	6052931
XS0276510111	91668	EUROCLEAR	USD	1,210,000	\$1,210,000	6052932
XS0280241851	91668	EUROCLEAR	USD	2,450,000	\$2,450,000	6052933
XS0301473327	91668	EUROCLEAR	SEK	225,000	\$33,274	6052934
XS0301813522	91668	EUROCLEAR	USD	510,000	\$510,000	6052935
XS0314889154	91668	EUROCLEAR	USD	920,000	\$920,000	6052936
XS0318224598	91668	EUROCLEAR	USD	250,000	\$250,000	6052937
XS0319211982	91668	EUROCLEAR	USD	1,300,000	\$1,300,000	6052938
XS0319273404	91668	EUROCLEAR	USD	220,000	\$220,000	6052939
XS0319610845	91668	EUROCLEAR	EUR	1,550,000	\$2,201,155	6052940
XS0326215893	91668	EUROCLEAR	USD	150,000	\$150,000	6052941
XS0327725528	91668	EUROCLEAR	USD	160,000	\$160,000	6052942
XS0328596316	91668	EUROCLEAR	USD	120,000	\$120,000	6052943
XS0332025120	91668	EUROCLEAR	USD	180,000	\$180,000	6052944
XS0333420395	91668	EUROCLEAR	USD	400,000	\$400,000	6053994
XS0334732491	91668	EUROCLEAR	USD	710,000	\$710,000	6052946
XS0334918322	91668	EUROCLEAR	USD	2,400,000	\$2,400,000	6052948
XS0336617625	91668	EUROCLEAR	USD	550,000	\$550,000	6052949
XS0337787161	91668	EUROCLEAR	USD	1,350,000	\$1,350,000	6052950

EXHIBIT A

**CREDITOR -
Bank Hapoalim (Switzerland) Ltd.**

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0339184615	91668	EUROCLEAR	USD	350,000	\$350,000	6052951
XS0339215351	91668	EUROCLEAR	USD	540,000	\$540,000	6052952
XS0339538448	91668	EUROCLEAR	USD	1,210,000	\$1,210,000	6052953
XS0340222750	91668	EUROCLEAR	USD	700,000	\$700,000	6052954
XS0340592681	91668	EUROCLEAR	USD	2,510,000	\$2,510,000	6052955
XS0344095871	91668	EUROCLEAR	USD	1,280,000	\$1,280,000	6052956
XS0346122343	91668	EUROCLEAR	USD	720,000	\$720,000	6052957
XS0346461634	91668	EUROCLEAR	USD	2,670,000	\$2,670,000	6052958
XS0346466781	91668	EUROCLEAR	USD	3,850,000	\$3,850,000	6052959
XS0346859084	91668	EUROCLEAR	USD	680,000	\$680,000	6052960
XS0347452855	91668	EUROCLEAR	USD	190,000	\$190,000	6052961
XS0347872128	91668	EUROCLEAR	USD	1,000,000	\$1,000,000	6052962
XS0347925264	91668	EUROCLEAR	USD	190,000	\$190,000	6052963
XS0349904689	91668	EUROCLEAR	USD	500,000	\$500,000	6052964
XS0351984827	91668	EUROCLEAR	USD	180,000	\$180,000	6052965
XS0352917768	91668	EUROCLEAR	USD	2,000,000	\$2,000,000	6052966
XS0362500380	91668	EUROCLEAR	USD	3,070,000	\$3,070,000	6052967
XS0364167006	91668	EUROCLEAR	USD	2,390,000	\$2,390,000	6052968
XS0366383387	91668	EUROCLEAR	USD	2,400,000	\$2,400,000	6052969
XS0353780900	91668	EUROCLEAR	USD	2,000,000	\$2,000,000	6052970
XS0128857413	91279	EUROCLEAR	EUR	130,000	\$184,613	6054090
XS0206245234	91279	EUROCLEAR	USD	950,000	\$950,000	6054091
XS0207502781	91279	EUROCLEAR	USD	50,000	\$50,000	6054092
XS0216140094	91279	EUROCLEAR	USD	550,000	\$550,000	6054093
XS0264674549	91279	EUROCLEAR	GBP	60,000	\$107,334	6054094
XS0271141565	91279	EUROCLEAR	GBP	50,000	\$89,445	6054095

EXHIBIT A

CREDITOR -

Bank Hapoalim (Switzerland) Ltd.

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0276510111	91279	EUROCLEAR	USD	1,940,000	\$1,940,000	6054096
XS0276510111	91279	EUROCLEAR	USD	50,000	\$50,000	6054097
XS0299141332	91279	EUROCLEAR	GBP	1,000,000	\$1,788,900	6054098
XS0301813522	91279	EUROCLEAR	USD	400,000	\$400,000	6054099
XS0314889154	91279	EUROCLEAR	USD	50,000	\$50,000	6054100
XS0319211982	91279	EUROCLEAR	USD	430,000	\$430,000	6054101
XS0319273404	91279	EUROCLEAR	USD	300,000	\$300,000	6054103
XS0319610845	91279	EUROCLEAR	EUR	110,000	\$156,211	6054104
XS0320655540	91279	EUROCLEAR	USD	1,000,000	\$1,000,000	6054105
XS0326215893	91279	EUROCLEAR	USD	310,000	\$310,000	6054106
XS0327725528	91279	EUROCLEAR	USD	260,000	\$260,000	6054107
XS0332025120	91279	EUROCLEAR	USD	480,000	\$480,000	6054108
XS0333117611	91279	EUROCLEAR	USD	950,000	\$950,000	6054109
XS0333420395	91279	EUROCLEAR	USD	700,000	\$700,000	6054110
XS0334918322	91279	EUROCLEAR	USD	910,000	\$910,000	6054111
XS0337787161	91279	EUROCLEAR	USD	70,000	\$70,000	6054112
XS0339184615	91279	EUROCLEAR	USD	500,000	\$500,000	6054113
XS0339538448	91279	EUROCLEAR	USD	460,000	\$460,000	6054114
XS0340592681	91279	EUROCLEAR	USD	2,770,000	\$2,770,000	6054115
XS0344095871	91279	EUROCLEAR	USD	370,000	\$370,000	6054116
XS0346461634	91279	EUROCLEAR	USD	1,100,000	\$1,100,000	6054117
XS0346466781	91279	EUROCLEAR	USD	260,000	\$260,000	6054119
XS0347229352	91279	EUROCLEAR	CAD	900,000	\$840,729	6054120
XS0347872128	91279	EUROCLEAR	USD	100,000	\$100,000	6054121
XS0349904689	91279	EUROCLEAR	USD	80,000	\$80,000	6054122
XS0351984827	91279	EUROCLEAR	USD	1,080,000	\$1,080,000	6054123

EXHIBIT A

CREDITOR -

Bank Hapoalim (Switzerland) Ltd.

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0364167006	91279	EUROCLEAR	USD	350,000	\$350,000	6054124
XS0366383387	91279	EUROCLEAR	USD	700,000	\$700,000	6054125
XS0277470943	91279	EUROCLEAR	USD	100,000	\$100,000	6054126
XS0301519681	91279	EUROCLEAR	USD	240,000	\$240,000	6054127
				Total:	\$74,355,494	

* Principal Amount in U.S. Dollars is based upon the exchange rates of 1.4201 U.S. Dollars per Euro, 1.7889 U.S. Dollars per British Pound, 1.0706 Canadian Dollars per U.S. Dollar and 6.7620 Swedish Krona per U.S. Dollar, as of September 15, 2008.

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Schedule 3

Schedule of the Distributions Received From Lehman Brothers Treasury BV

Description of Security	ISIN/CUSIP	Issuer	Principal/Notional Amount	Allowed Amount	Issue Notional	Maturity	LBT 1st Distribution	LBT 2nd Distribution	LBT 3rd Distribution	LBT 4th Distribution	LBT 5th Distribution	LBT 6th Distribution	LBT 7th Distribution	LBT 8th Distribution	LBT 9th Distribution	LBT 10th Distribution	LBT 11th Distribution
MTN2316	XS02796245214	LEHMAN BROTHERS	USD 210,000,000	USD 210,000,000	USD 950,000	01/06/2020	USD 35,380.08	USD 10,287.86	USD 11,138.99	USD 8,531.14	USD 5,744.22	USD 4,417.98	USD 1,214.18	USD 1,805.72	USD 1,185.70	USD 2,419.80	USD 1,548.18
MTN2704	XS0216140094	LEHMAN BROTHERS	USD 60,000,000	USD 60,000,000	USD 550,000	04/19/2020	USD 7,180.13	USD 2,922.01	USD 3,163.74	USD 2,432.80	USD 1,611.40	USD 1,254.84	USD 340.58	USD 112.86	USD 905.10	USD 687.28	USD 419.72
MTN2862	XS0244674549	LEHMAN BROTHERS	GBP 60,000,000	GBP 60,000,000	GBP 60,000	8/2/2011	GBP 88.17	GBP 345.60	GBP 360	GBP 287.58	GBP 209.22	GBP 155.40	GBP 46.62	GBP 76.21	GBP 118.93	GBP 105.59	GBP 112.27
MTN5215	XS0271141565	LEHMAN BROTHERS	GBP 50,000,000	USD 91,857.09	GBP 50,000	10/18/2011	GBP 219.05	GBP 91.55	GBP 97.45	GBP 77.85	GBP 56.65	GBP 42.05	GBP 12.60	GBP 20.63	GBP 37.60	GBP 27.77	GBP 17.13
MTN5526	XS0276510111	LEHMAN BROTHERS	USD 370,000,000	USD 370,000,000	USD 1,940,000	11/24/2012	USD 37,312.83	USD 15,266.15	USD 16,529.01	USD 12,661.40	USD 8,524.80	USD 6,556.03	USD 1,811.50	USD 2,679.27	USD 4,729.80	USD 3,590.72	USD 2,797.13
MTN5567	XS0277470943	LEHMAN BROTHERS	USD 100,000,000	USD 53,219.42	USD 100,000	12/11/2011	USD 906.76	USD 169.00	USD 399.50	USD 306.00	USD 206.00	USD 158.50	USD 44.30	USD 64.77	USD 114.33	USD 86.80	USD 55.53
MTN8240	XS0319271404	LEHMAN BROTHERS	USD 50,000,000	USD 50,000,000	USD 300,000	10/05/2009	USD 5,853.67	USD 2,382.20	USD 2,579.30	USD 1,975.50	USD 1,310.00	USD 1,015.70	USD 285.80	USD 418.12	USD 738.06	USD 560.00	USD 358.48
MTN9093	XS0313117611	LEHMAN BROTHERS	USD 50,000,000	USD 50,000,000	USD 950,000	12/04/2009	USD 5,811.87	USD 2,365.17	USD 2,560.85	USD 1,961.00	USD 1,310.50	USD 1,015.70	USD 283.80	USD 415.13	USD 732.78	USD 556.31	USD 355.92
MTN9559	XS0314918322	LEHMAN BROTHERS	USD 560,000,000	USD 560,000,000	USD 910,000	01/10/2012	USD 58,118.22	USD 23,741.20	USD 25,705.12	USD 19,689.60	USD 13,255.20	USD 10,195.16	USD 2,848.72	USD 4,167.01	USD 7,155.77	USD 5,584.12	USD 3,572.68
MTN9549	XS0319184615	LEHMAN BROTHERS	USD 100,000,000	USD 100,000,000	USD 500,000	2/15/2011	USD 10,951.37	USD 4,857.16	USD 4,825.90	USD 3,696.00	USD 2,489.00	USD 1,914.10	USD 514.80	USD 782.32	USD 1,380.93	USD 1,044.16	USD 676.74
MTN9523	XS0319518448	LEHMAN BROTHERS	USD 100,000,000	USD 100,000,000	USD 460,000	2/15/2011	USD 11,222.19	USD 4,561.04	USD 4,944.90	USD 3,787.00	USD 2,550.00	USD 1,961.30	USD 548.00	USD 801.60	USD 1,414.98	USD 1,074.20	USD 687.27
MTN9891	XS031729352	LEHMAN BROTHERS	USD 360,000,000	USD 360,000,000	USD 900,000	2/26/2010	USD 17,767.48	USD 15,711.60	USD 18,361	USD 14,781.20	USD 10,471.40	USD 8,591.56	USD 2,321.56	USD 3,801.60	USD 6,112.67	USD 4,888.65	USD 2,869.84
MTN10018	XS0314904689	LEHMAN BROTHERS	USD 80,000,000	USD 81,804.44	USD 80,000	3/25/2013	USD 9,951.17	USD 4,050.60	USD 4,185.68	USD 3,358.40	USD 2,261.60	USD 1,719.52	USD 486.00	USD 710.96	USD 1,254.97	USD 952.73	USD 609.55
MTN10114	XS0315984827	LEHMAN BROTHERS	USD 110,000,000	USD 112,865.70	USD 1,080,000	3/18/2020	USD 16,008.78	USD 5,514.90	USD 7,051.93	USD 5,401.50	USD 3,616.60	USD 2,797.71	USD 781.69	USD 1,143.48	USD 2,148.46	USD 1,537.16	USD 980.19
MTN1579	XS0211097116	LEHMAN BROTHERS	USD 100,000,000	USD 100,714.98	USD 4,100,000	02/03/2020	USD 12,752.92	USD 4,559.42	USD 5,198.90	USD 4,118.90	USD 2,784.70	USD 2,141.80	USD 598.30	USD 875.21	USD 1,345.00	USD 1,145.87	USD 750.19
MTN8576	XS0140591821	LEHMAN BROTHERS	USD 90,000,000	USD 90,675.00	USD 2,530,000	7/15/2013	USD 10,712.21	USD 4,559.42	USD 4,720.05	USD 3,611.03	USD 2,414.14	USD 1,872.00	USD 521.08	USD 765.15	USD 1,150.57	USD 1,025.37	USD 656.03
MTN9576	XS0314059781	LEHMAN BROTHERS	USD 190,000,000	USD 191,425.00	USD 2,770,000	2/15/2013	USD 22,614.67	USD 9,703.22	USD 9,864.55	USD 7,631.71	USD 5,118.74	USD 3,952.19	USD 1,104.78	USD 1,635.37	USD 2,841.20	USD 2,164.57	USD 1,384.95
MTN 9908	XS0318777178	LEHMAN BROTHERS	USD 100,000,000	USD 100,108.61	USD 100,000	01/04/2013	USD 17,198.15	USD 4,164.70	USD 5,174.90	USD 4,116.50	USD 2,771.80	USD 2,111.80	USD 595.60	USD 971.31	USD 1,538.00	USD 1,167.41	USD 747.04
MTN8576	XS0140597681	LEHMAN BROTHERS	USD 100,000,000	USD 102,750.00	USD 2,770,000	02/15/2013	USD 15,707.17	USD 14,531.40	USD 15,711.50	USD 12,050.10	USD 8,111.80	USD 6,340.10	USD 1,341.40	USD 2,350.51	USD 4,501.89	USD 3,417.90	USD 2,186.76

Description of Security	ISIN/CUSIP	Issuer	Principal/Notional Amount	Allowed Amount	Issue Notional	Maturity	LBT 1st Distribution	LBT 2nd Distribution	LBT 3rd Distribution	LBT 4th Distribution	LBT 5th Distribution	LBT 6th Distribution	LBT 7th Distribution	LBT 8th Distribution	LBT 9th Distribution	LBT 10th Distribution	LBT 11th Distribution
MTN9861	XSO346466781	LEHMAN BROTHERS TREASURY CO. BV	USD 160,000.00	USD 163,304.00	USD 260,000	3/18/2015	19,496.90	7,934.40	8,590.88	6,579.52	4,430.24	3,407.36	952.00	1,392.64	2,458.24	1,866.24	1,194.02
MTN9021	XSO332025120	LEHMAN BROTHERS TREASURY CO. BV	USD 130,000.00	USD 130,294.31	USD 480,000	12/05/2019	15,533.83	6,321.57	6,844.56	5,242.12	3,529.64	2,714.73	758.55	1,109.56	1,958.58	1,486.90	951.32
MTN8241A	XSO319211982	LEHMAN BROTHERS TREASURY CO. BV	USD 100,000.00	USD 100,000.00	USD 430,000	10/08/2012	11,161.70	4,542.40	4,918.10	3,766.70	2,536.20	1,950.70	545.00	797.26	1,407.32	1,068.40	683.56
MTN9576	XSO340591681	LEHMAN BROTHERS TREASURY CO. BV	USD 500,000.00	USD 503,750.00	USD 2,770,000	2/15/2023	59,512.26	24,219.00	26,222.50	20,083.50	13,523.00	10,400.50	2,906.00	4,250.90	7,503.60	5,696.50	3,644.60